BRYNHAVEN
PLAT 1

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INDENTURE OF RESTRICTIONS UPON BRYNHAVEN, PLAT I,
AN ADDITION IN OREGON TOWNSHIP, LUCAS COUNTY, OHIO

This indenture entered into by and between the parties
hereto on the day and year hereinafter written for convenience, dated
May 28, 1956.

WITNESSETH:

WHEREAS, Brynhaven Plat I is an addition situated in Oregon
Township, Lucas County, Ohio, which has been subdivided and laid out
into lots numbered 1-35, both inclusive, with certain streets and
ways dedicated to public use in accordance with the original plat
thereof which is recorded in Volume 55, pages 57 and 58 in Book of
plats in the office of the Recorder of Lucas County, Ohio, and

WHEREAS, in order to enhance the value and to maintain the
desirability of said Addition as a residential district, it is de-
sired that a uniform set of restrictions be adopted, which restric-
tions shall continue and be in force and effect for a definite period
of time, and shall constitute and be a general plan affecting the
lots in said Addition as a perpetuation and continuation of the gen-
eral plan originally effective upon the lots in said Addition.

NOW, THEREFORE, in order to provide a uniform general plan
affecting the ownership, disposition, improvement, development, use,
occupancy and enjoyment of said Addition as architecturally harmonious,
aristic and desirable residential district, in consideration of the
premises, and of the benefits accruing to us individually, jointly
and severally and in consideration of the mutual covenants of the
undersigned similarly to restrict the ownership, disposition, improve-
ment, development, use, occupancy and enjoyment of all lots owned
by each of the undersigned in said Addition and for the mutual
benefit and protection of each and every person who is now or shall
hereafter become the owner of any interest in and to any lot or part
thereof in Brynhaven Plat I, including all lots or parts thereof now owned and held by the undersigned, we hereby agree among and between ourselves that the lot, lots, or any parts thereof owned by each of us in Brynhaven Plat I, will henceforth be held, occupied and conveyed by us subject to certain restrictions set forth hereinafter, and the undersigned as the owners of lots or parts thereof in said Addition, individually, jointly and severally for ourselves, our heirs, legal representatives, successors and assigns hereby specifically agree to include said restrictions in any and all instruments and conveyances affecting said premises, it being hereby mutually agreed that said restriction shall run with the land, and that the following restrictions are hereby imposed upon the ownership, disposition, improvement, development, use, occupancy and enjoyment of any interest in and to all lots or parts thereof in said Brynhaven Plat I as a general plan, and shall be binding upon and for the benefit of all owners, of any interest in and to said property, their grantees, heirs, executors, administrators, legal representatives, successors and/or assigns for the period and to the extent and in the manner following, to-wit:

(a) All lots in said Addition shall be known and described as residential lots and used for residential purposes only.

(b) No structure shall be erected on any residential lot except one detached dwelling and a one, two, or three car garage. No such dwelling shall exceed one story in height and no such dwelling shall be occupied by more than one family.

(c) All buildings shall be erected on said lots on the building lines as shown on the recorded plat. The side line restrictions, except on corner lots, shall be in accordance with Oregon Township, Lucas County, Ohio Zoning Laws.

(d) Any and all garages erected on corner lots shall be attached to the dwelling in such a manner as to be an integral part of said dwelling structure.
(e-1) No buildings shall be constructed of other than new materials, and said construction shall be done in a workmanlike manner. No building or other structure shall be erected in said addition unless erected in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme and location thereof, and further showing said building or structure to be architecturally harmonious with and in keeping with existing buildings in the immediate vicinity, which plans and specifications shall be submitted for approval to the Brynhaven Building Committee, and the approval by them of said plans and specifications shall be endorsed upon said plans and specifications in writing. No construction shall be begun or continued on any lot in said plat unless and until said written approval is endorsed on the plans and specifications therefor as hereinabove provided.

(e-2) The Committee referred to in the preceding paragraph shall consist of William B. Szabo, Alfred Szabo and Gordon W. Dietz and two owners of lots in said Addition, which owners shall be elected by the lot owners when half or more of said lots have been occupied. After election of said two lot owners to said Committee, William B. Szabo, Alfred Szabo and Gordon W. Dietz may resign by written notice to said Committee.

(e-3) In requiring the submission of plans and specifications as herein set forth, we, the undersigned, have in mind the development of Brynhaven Plat I as an architecturally harmonious, artistic and desirable residential Addition in accordance with the general plan as hereinbefore mentioned, and in approving or withholding approval of any plans and specification so submitted, said Committee may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merit, its adaptability to the lot on which it is proposed to be erected or made, and such other matters and consideration as said Committee may deem to be in the interest and benefit of the owners of lots in said Addition as a whole with reference to
said plan of development; and any determination made by them in good faith shall be binding upon all parties in interest.

(f) No noxious or offensive trade shall be carried on upon any lot in said Addition, nor shall anything be done thereupon which may be or become an annoyance or nuisance to the neighborhood.

(g) No basement, garage or any structure other than as permitted hereinabove, shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot. No trailer or tent shall be permitted on any lots for any purpose whatsoever.

(h) There shall not be erected, permitted, or maintained on said lot any stable, cattle yard, hog pen, fowl yard or fowl house, cesspool, privy vault or any form of privy; nor shall any live poultry, hogs, cattle or other livestock or any noxious, dangerous or offensive thing whether of the character of those hereinabove enumerated or not, be permitted or maintained thereon.

(i) No signs of any character shall be erected, pasted, posted or otherwise displayed on or about any lot without the written permission of the Building Committee.

(j) No fences exceeding 36 inches in height shall be erected or permitted on any lot, and any fence so placed on said lots shall be of an ornamental type. No fence shall be constructed on any lot in front of the rear of the dwelling. No fence shall be erected or permitted upon any lot without the written consent of the Building Committee.

(k) No dwelling shall be erected upon any lot in said Addition unless it shall have a foundation area of not less than 1000 square feet exclusive of the garage and a roof ridge height between 15 and 16 feet above grade.

(l) The covenants and restrictions hereinabove shall run with the land and shall be binding upon each and every person who now is or shall hereafter become the owner of any interest in and to the within described property or any part thereof until June 30, 1986, at
which time said covenants and restrictions herein contained or any portion thereof may be extended for a further ten year period and for successive ten year periods thereafter on the written approval or agreement of the owners of two-thirds of the lots in said Addition.

(m) Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. Any owner of a lot in said Addition may prosecute the person or persons violating or attempting to violate any such covenant or restrictions, to prevent him or them from so doing, and to cause the removal of any violation.

(n) If any of the covenants or restrictions hereinabove are held invalid by judgement or court order, the remainder of the covenants or restrictions shall not be affected thereby and shall remain in full force and effect.

We further covenant and mutually agree for ourselves, our heirs, executors, administrators, legal representatives, successors and/or assigns that the aforesaid covenants, provisions and restrictions constitute a general plan for the improvement, development, use, occupancy and enjoyment of said Addition as originally platted and as now improved; that said covenants, provisions and restrictions are "Covenants Real", run with the land and shall be an encumbrance upon said property to the extent and for the period or periods specifically set forth herein.

Signed: William B. Szabo
Signed: Herbert F. Von Ewegen
Signed: John P. Holly
Signed: Leona C. Holly.

Two witnesses.

Acknowledged May 28, 1956 before a Notary Public, Lucas County, Ohio (Seal).

Received for record May 28, 1956 and recorded in Volume 1793 of Mortgages, page 360.